

## **Utility Advisory Commission Regular Meeting**

### **Agenda**

Thursday, August 5, 2021

7:00 pm – Gardner City Hall Council Chambers

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC COMMENT**

#### **CONSENT AGENDA**

1. Standing approval of the minutes as written for the July 1, 2021 meeting of the Utility Advisory Commission.
2. Consider a recommendation to City Council for appointment of an Alternate on the Kansas Municipal Gas Agency's Board of Directors.

#### **NEW BUSINESS**

1. Consider a recommendation to City Council to award a contract to Allied Power Group for repair and improvement work on the Gas Turbine Cooling System at Electric Generation in the amount of \$138,720.00.

#### **DISCUSSION ITEMS**

1. Project Updates

#### **OTHER BUSINESS**

#### **ADJOURNMENT**

**RECORD OF PROCEEDINGS  
OF THE UTILITY ADVISORY COMMISSION  
GARDNER, KANSAS**

Page No. 2021-16

July 1, 2021

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on July 1, 2021, at City Hall. Present were Chairperson Kristina Harrison, Vice-Chairperson Jake Wells, Commissioner Gary Williams, Commissioner Barbara Coleman, Commissioner Bryce Augustine, Utilities Department Director Gonzalo Garcia, Kill Creek WRRF Superintendent Scott Millholland, Administrative Assistant Erin Groh, and one member of the public.

**CALL TO ORDER**

The meeting was called to order at 7:00 p.m. by Chairperson Kristina Harrison.

**PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

- 1. Standing approval of the minutes as written for the June 3, 2021, meeting of the Utility Advisory Commission.**

Motion by Commissioner Augustine, seconded by Commissioner Coleman, to approve the Consent Agenda.

Motion carried 5-0 Aye

**NEW BUSINESS**

- 1. Consider a recommendation to the City Council to award a contract to Ford Hall Company in the amount of \$33,920.00 for the Kill Creek WRRF Clarifier improvements, Project No. WW1904.**

Kill Creek Water Resource Recovery Facility Superintendent Scott Millholland presented the staff report. Millholland explained that as part of the treatment process, the facility uses a Weir Wolf Automated Cleaning System manufactured by Ford Hall Company on both mechanical clarifiers. The proprietary cleaning system was part of the original design of the plant. This system cleans the algae buildup off the channels and v-notch weirs prior to the effluent going to the UV system. Effluent water then discharges to Kill Creek, a tributary of the Kansas River. The proposed cleaning system will reduce the amount of algae and TSS "total suspended solids" while providing clean water before reaching the UV disinfection and recycled water process. This system will ensure continued compliance with Kill Creek's KDHE water pollution control permit. Staff contacted the Ford Hall Company for a proposal on a turnkey replacement of all brushes, arms and equipment associated with the Weir Wolf Cleaning System. Utilities staff has reviewed the proposals presented by Ford Hall Company and agree the equipment provided meet and exceed all of the original requirements.

Motion by Commissioner Coleman, seconded by Commissioner Augustine, to forward the recommendation to the City Council to award a contract to the Ford Hall Company in an amount of \$33,920.00 for the Kill Creek WRRF Clarifier improvements, Project No. WW1904.

Motion carried 5-0 Aye

## **DISCUSSION ITEMS**

### **1. Project Updates.**

Director Garcia gave a brief update of the Hillsdale Water Treatment Plant expansion project. The expansion has been substantially completed. The week prior, the north plant was put into service and we were able to produce about 1 million gallons. The new plant is now producing 1m and the old plant is producing 2 m. Everything is working according to the design group. In the next few weeks staff will be watching to make sure everything is working properly.

The rebate program was not passed by City Council due to lack of evidence that the rebates the UAC brought forth would benefit the electric utility. Director Garcia explained the feedback that was received from council on the rebates. UAC Members debated a bit what the pros and cons of having the rebate program. It was discussed that because there isn't a power demand problem, a monetary benefit to the city's electric utility is not feasible, however there could be green energy benefits from less usage or more efficient usage of water and electric. Director Garcia and UAC commissioners concluded that the rebate program at this point wouldn't be researched any further as a board for the time being.

### **2. Electric 2<sup>nd</sup> Quarter Outage Reports**

Director Garcia presented the Electric Outage report for the 2<sup>nd</sup> quarter of 2021. Electric staff responded to 14 outages affecting 346 customers: 6 caused by equipment failures, 4 caused by animals, and 4 caused by other reasons. The average workday response time was 13 minutes and the average workday length of outage was 28 minutes. The average after-hours response time was 49 minutes and the average after-hours length of outage was 2 hours and 19 minutes. The overall average response time was 44 minutes and the overall average length of outage was 2 hours and 3 minutes.

### **3. Wastewater 2<sup>nd</sup> Quarter Outage Reports**

Director Garcia presented the Wastewater Collection report for the 2<sup>nd</sup> quarter of 2021. Line maintenance staff completed 11 sanitary sewer line repairs affecting 9 customers, with 2 being caused by roots, 2 due to damage by others and 5 due to residents' issues. The average workday response time was 15 minutes and the average workday repair time was 10 hours and 7 minutes. The average after-hours response time was 4 minutes and the average after-hours repair time was 1 hour and 29 minutes. The overall average response time was 12 minutes and the overall average repair time was 7 hours and 46 minutes.

### **4. Water 2<sup>nd</sup> Quarter Outage Reports.**

Director Garcia presented the Water Distribution Repairs Report for the 2<sup>nd</sup> quarter of 2021. Line maintenance staff completed 60 water distribution service repairs affecting 83 customers: 9 due to line failures, 6 due to valve failure, 15 due to damage by others, 22 due to residents' issues, and 8 due to other issues. The average workday response time was 45 minutes and the average workday repair time was 5 hours and 27 minutes. The average after-hours response time was 20 minutes and the average after-hours repair time was 3 hours and 30 minutes. The overall average response time was 37 minutes and the overall average repair time was 4 hours and 60 minutes.

## **OTHER BUSINESS**

Commissioner Coleman asked about the tracking of backflow tests and if they're coming in from businesses. Coleman asked about how many test forms the Utilities Department has received so far. Erin Groh responded that at the current date for residential tests about 2/3 have been submitted and for commercial about 50% have been submitted.

**RECORD OF PROCEEDINGS  
OF THE UTILITY ADVISORY COMMISSION  
GARDNER, KANSAS**  
Page No. 2021-18  
July 1, 2021

Commissioner Coleman asked for an update on where the city is at with the Nexgrid app for the smart meters. Director Garcia stated that it was supposed to be out in June but it's not ready yet. Garcia said he has a meeting with them July 2.

Commissioner Augustine asked about what the progress is on water smart meters. Garcia said that they're about 53% complete. Augustine asked how it is determined the order in which the smart meters are installed and if it's done by neighborhood? Garcia said that they're grouping them by areas which is the same way they used to do water meter readings, in other words, they're doing them by the cycles (billing groups).

**ADJOURNMENT**

Motion by Commissioner Williams, seconded by Vice-Chair Wells, to adjourn the meeting at 7:37 p.m.

Motion carried 5-0 Aye

/s/ \_\_\_\_\_ Erin Groh \_\_\_\_\_

Utilities Department Administrative Assistant

**UTILITY ADVISORY COMMISSION STAFF REPORT    CONSENT AGENDA ITEM # 2**  
**MEETING DATE:        AUGUST 5, 2021**  
**STAFF CONTACT:        GONZALO GARCIA, UTILITIES DIRECTOR**

---

**AGENDA ITEM:** Consider a recommendation to the City Council for appointment of an Alternate on the Kansas Municipal Gas Agency's Board of Directors.

---

**Background/Description of Item:**

As a member city of the Kansas Municipal Gas Agency, Gardner is required to appoint a Member (Director) and Alternate Member (Alternate Director) to serve on the agency's Board of Directors. The City's Directors must be appointed by the City Council.

Gardner's current representatives on the KMGA Board of Directors are:

- Director: Gonzalo Garcia, Utilities Department Director, term expires on 08/31/2022
- Alternate Director: Matt Ponzer, Electric Generation Manager, term expires on 08/31/2021

**Staff Recommendation:**

Recommend the appointment of Matt Ponzer, Electric Generation Manager, as Alternate Director for a term expiring on August 31, 2023 with voting rights, to represent the City of Gardner on the Kansas Municipal Gas Agency Board of Directors.

**Attachment Included:**

- KMGA Bylaws Excerpt

## ARTICLE V

### BOARD OF DIRECTORS

**Section 5.1. Selection of Directors.** The property and business of the Agency shall be managed by the Board of Directors. The Board of Directors shall consist of one (1) Director for each Member, provided that there shall be not less than three (3) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than three (3), each Member shall be represented by the number of Directors that constitutes a Board of Directors of not less than three (3) Directors, provided that each Member shall select the same number of Directors. No Director may represent more than one Member. Each Member may designate an Alternate for any Director selected by certifying same in writing to the Agency prior to the participation of such Alternate at any meeting of the Board.

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors shall be selected to a term of one (1) year. The Directors selected to the initial one (1) year term shall be those Directors representing the Members selected at the first Board meeting in a random drawing from a complete list of Members. Any Director selected by a Member may be removed at any time by the Member selecting the Director. Written evidence of selection or removal shall be forwarded by the Clerk or other authorized official of the Member to the principal office of the Agency in writing prior to any meeting of the Agency or the Board of Directors. Each Director shall continue in office until a successor is selected in accordance with this Article.

**Section 5.2. Voting Powers.** Each Member shall be entitled to one vote which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by its Director or, if such Director is not present, by its duly authorized Alternate. All actions of the Board shall be made upon affirmative vote of a majority of the Directors voting on such action, unless otherwise provided in the Agreement or these Bylaws.

**Section 5.3. Compensation.** Except as may be specifically authorized by the Board of Directors, no Director shall receive payment for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. The Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency.

**Section 5.4. Vacancies.** In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure used to select the original Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

**Section 5.5. Removal or Resignation.** A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

**Section 5.6. Successor Director.** Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under **Section 5.5** of these Bylaws.

**Section 5.7. Alternates.** In the event a Director is unable to attend a meeting, the corresponding Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of its Alternate. This Alternate shall be entitled to participate in any discussion of matters before the Board of Directors, and shall be entitled to vote for the Director represented unless such Alternate is specifically prohibited from voting by action taken by the Member.

**UTILITY ADVISORY COMMISSION STAFF REPORT****NEW BUSINESS ITEM #1****MEETING DATE: AUGUST 5, 2021****STAFF CONTACT: MATT PONZER, ELECTRIC GENERATION MANAGER**

---

**AGENDA ITEM:** Consider a recommendation to the City Council to award a contract to Allied Power Group for the Gas Turbine cooling system.

---

**Background:**

The City is planning a control systems upgrade as a CIP project in 2022. Prior to the start of the project, staff recommends necessary repairs to the cooling system so that once the control system is installed, the Units will be in good working condition. The cooling system on the gas turbine is used to cool the oil that lubricates the bearings as well as the Auxiliary Gearbox and Speed Reduction Gearbox. The oil is cooled via a shell and tube heat exchanger that has cooling water on the tube side and oil on the shell side. Over time, the tubes get deposits that require cleaning for design conditions to be met. The other major component of the cooling system is the radiators for cooling the water/glycol mixture via fin fan coolers. A contractor has inspected those and said they should be in good enough condition for the Units to maintain cooling at our anticipated load point. The project that we are recommending is to drain the oil and water from the Unit, remove the shell and tube heat exchanger then send it to a facility for cleaning, repairs, and testing. The oil will then be replaced with new oil or be filtered to design specifications and returned to the reservoir. The cooling water, which is a mixture of demineralized water and glycol, will also be reconditioned or replaced.

Once this work is performed on the lube oil heat exchanger, staff anticipates that it will be able to stay in service with minimal maintenance for the next 10+ years. This project will allow the cooling system to perform at or near its original design condition to facilitate proper operation of the gas turbine units without overheating for the duration of the summer capability and operational tests.

**IFB Process:**

City staff issued an Invitation for Bid for Gas Turbine Cooling System. The invitation was published in The Legal Record, on the City's website, and also picked up by multiple plan rooms. A total of three (3) bids were received and opened on July 23, 2021.

The bids received for the Gas Turbine Cooling System project are as follows:

<b>Vendor</b>	<b>Bid Amount</b>
Allied Power Group	\$138,720
CDI Industrial	\$153,105
MMC Contractors	\$224,749

**Staff Recommendation:**

Consider a recommendation to the City Council to award a contract to Allied Power Group for the repair and improvement work of the Gas Turbine Cooling System at Electric Generation in the amount of \$138,720.

**Attachments:**

- Bid Tab for Gas Turbine Cooling System
- Allied Power Group Bid Document
- Bid Clarifications from Allied Power Group



## Bid Tab - GT Cooling System Project

Company	Contact	Price
Allied Power Group	Marty Magby / mmagby@alliedpg.com / 316-303-4201	\$138,720
CDI Industrial	Gary Benedict / gbenedict@cdikc.com / 913-915-0729	\$153,105
MMC Contractors	Wes Chambers / wchambers@mmccontractors.com / 816-941-5300	\$224,749



10131 Mills Road, Houston, TX 77070  
Main Office: (281) 444-3535 | Fax: (281) 720-1320

## City of Gardner

Frame 5 – Oil Cooler

APG Proposal Number Q21-5233R1

Quote is Valid for 60 days

Your Power

\*This proposal contains information confidential to Allied Power Group (APG)  
and is prohibited from being released to anyone without prior written consent.



10131 Mills Road Houston, Texas 77070  
Phone: 281-444-3535  
Fax: 281-444-3529  
[www.alliedpg.com](http://www.alliedpg.com)

July 21<sup>st</sup> , 2021

Quote # 21-5233R1

City of Gardner  
Power Plant  
1150 E. Santa Fe  
Gardner, KS 66030

RE: Gas Turbine Cooling Systems

Mr. Matt Ponzer

Thank you for the opportunity to provide this proposal for the work on  
you Gas Turbine Cooling Systems

We have provided a response that meets your requested scope. We  
are also including some options that may reduce your cost or improve  
the results of this project. .

APG will work with City of Gardner for an agreed upon projected start  
date.

Terms and conditions would be per the current professional service  
agreement between APG and City of Gardner.

Contact me with any questions, clarifications or additional information  
request you may have.

Regards

Marty Magby  
VP, Business Development  
Allied Power Group  
(316)303-4201



10131 Mills Road Houston, Texas 77070  
Phone: 281-444-3535  
Fax: 281-444-3529  
[www.alliedpg.com](http://www.alliedpg.com)

## Pricing

Scope - Reuse Existing Turbine Oil	Price
Removal & Reinstall heat exchangers	\$63,000
Oil cooler inspection & testing	\$16,200
Drain and filter existing oil back into unit, drain and replace glycol	\$55,800
Total	\$135,000

Scope - Replace Turbine Oil	Price
Removal & Reinstall heat exchangers	\$63,000
Oil cooler inspection & testing	\$16,200
Drain, dispose and replace with new turbine oil and glycol	\$110,800
Total	\$190,000

Additional Optional Scope	Price
Optional Eddy Current testing	\$5,500

### Pricing Note:

- 1) Billing schedule: 40% upon shipping coolers to the shop, 40% upon supply and install of replacement oil or filtering existing oil back into unit, 20% upon completion of install of the oil coolers net 30.
- 2) The performance bond would be an added cost to the above pricing at 2% of the selected scope pricing.
- 3) Terms and conditions would be per the current professional service agreement between APG and City of Gardner and the attached APG terms.



10131 Mills Road Houston, Texas 77070  
Phone: 281-444-3535  
Fax: 281-444-3529  
[www.alliedpg.com](http://www.alliedpg.com)

## Scope

### APPENDIX A – SCOPE OF WORK

**Project Site:** 1150 E Santa Fe, Gardner K 66030. Gas Turbine 1 and Gas Turbine 2.

**Scope Items:** (all work associated with these Scope items is to be completed by Contractor)

1. Drain all cooling water and oil from the Gas Turbines and dispose of fluids.
2. Remove shell and tube heat exchanger (one from each Gas Turbine Unit) from the base of the accessory compartment and prepare for shipping. This will require removing some of the sheet metal panels on the exterior wall around the Gas Turbines.
3. Ship heat exchangers to Petro Chem Industries (or City approved equal) to perform the following:
  - a. Clean tube bundle by submerging into cleaning tank to remove oil and contamination from tube exteriors.
  - b. Hydro-blast tube bundle.
  - c. Circulate de-scaling solution through tubes.
  - d. Pressure test each tube @ 60 psi for one minute.
  - e. Vacuum test tube sheets for roll leaks.
4. Return shipping of heat exchangers from Petro Chem Industries (or City approved equal) testing and repair facility.
5. Re-install heat exchangers into Gas Turbine 1 and Gas Turbine 2 at Gardner facility. Reinstall any of the sheet metal panels that had to be removed on the exterior wall around the Gas Turbines.
6. Add new fluids (oil and cooling water) per requirements in Appendix B and Appendix C.

## Oil processing scope

Page | 3

**Allied Power Group at the City of Gardner - Gardner, KS  
Oil System Preventive Maintenance Service & Water Glycol System Drain/Refill  
GE Frame 5 CT's**

### Job Description

- Arrive on site
- Set-up equipment
- Pump the Tank into temporary storage **Reladyne Reliability Service (RRS)** Totes will be used.
  - Customer to remove reservoir access panels
  - Clean tank according to CSE regulations
  - Customer to replace reservoir access panels and provide any gasket material required
- Process oil to spec
  - ISO 4406 Particle Count: 16/14/11 or better
  - Moisture Content: 300 PPM or less
- Offload waste byproduct into customer provided waste containment
  - Dirt
  - Water
  - Filters
- Sign paperwork and collect signatures
- Submit project summary report within 30 days of job completion

From our vast experience in power generation projects we can confidently say that a clean lube oil system, eliminating a significant source of harmful abrasive particulate, will reduce the possibility of unscheduled down-time and loss of production revenue.



10131 Mills Road Houston, Texas 77070  
 Phone: 281-444-3535  
 Fax: 281-444-3529  
[www.alliedpg.com](http://www.alliedpg.com)

## Division of Responsibilities

Description	APG	CITY OF GARDNER	REMARKS
Provide supervision and labor as required by the scope of work	X		
Provide tool set for the workforce including transportation	X		
Normal expendables	X		Rags, cleaners etc..
Oxygen, acetylene and gas	X		If needed
Trash Containers and disposal service		X	
Pallets and wood for crating & shipping items off site, Cribbing		X	
Potable water	X		
Replacement consumable parts		X	Nuts, bolts, gaskets, seal, etc....
Fire protection equipment/first aid facilities	X	X	
Crane & Operator, Forklift	X		
Draining & refilling lube oil and glycol system	X		
Oil Cooler Repair Services	X		Petro Chem
Welding Machine	X		If needed T&M
Restrooms and Break facilities		X	
Compressed air	X		
Electrician/Instrumentation support		X	
Electrical power including		X	





10131 Mills Road Houston, Texas 77070  
Phone: 281-444-3535  
Fax: 281-444-3529  
[www.alliedpg.com](http://www.alliedpg.com)

## 2021 APG Non-Union Domestic Rate Schedule

### Labor Rates

JOB CLASSIFICATION	STRAIGHT TIME	OVER TIME
Customer Rep/TFA/PM	\$190.00	\$240.00
Technical Director	\$160.00	\$220.00
Supervisor	\$95.00	\$145.00
Project Coordinator	\$ 90.00	\$135.00
General Foreman	\$ 70.00	\$100.00
Turbine Mechanic	\$ 60.00	\$ 80.00
Specialty Technician	\$130.00	\$180.00
Welder	\$ 90.00	\$120.00

### Tooling and Rental Equipment

EQUIPMENT	DAILY	CONSUMABLES	FREIGHT
Major Set (Steam/Gas)	\$1,000	\$250/day	Cost +15%
HGP Tool Set	\$ 750	\$250/day	
Blade Ring Rolling Equip.	\$ 500		
CI Tool Set/Minor	\$ 500	\$250/day	
Generator Tool Set	\$1,000		
Company Truck	\$ 150	Fuel cost +15%	

### NOTES

1. Straight time shall be eight (8) hours per day, Monday through Friday except on federal holidays. All other time will be billed at Over Time rates.
2. Minimum billable hours Monday – Friday are 8-hrs/day not including federal holidays. Stand by time will be billed at straight time for holidays and weekends if employees are expected to be available for call in.
3. Travel time will be billed at straight time for all non-local resources.
4. Per Diem will be billed at applicable GSA rate and will be charged every day, including travel until individual is released from the job site.
5. All other travel expense, purchased materials, subcontracted services, and shipping shall be charged at cost + 15%.
6. Personal auto usage will be billed at \$.60 per mile
7. Tool rental charges start when the tools are off loaded at site and apply until tools are shipped from site.
8. Consumable charges will be billed for each day labor is billed to project.
9. Sub contracted services and engineered parts will be quoted on a case by case basis.



10131 Mills Road Houston, Texas 77070  
Phone: 281-444-3535  
Fax: 281-444-3529  
[www.alliedpg.com](http://www.alliedpg.com)

TERMS AND CONDITIONS  
(Field Service)

- 1) **Applicability.** The provision by Allied Power Group (the "Seller") of any on-site services (including, without limitation, opening, closing, removing parts, coating, repairing or other processing services) or any consulting services (including, without limitation, operation, outage planning, maintenance, technical direction and supervisory services) (the "Services") to the buyer ("you" or the "Buyer") identified on the quotation (the "Quotation") attached to these terms and conditions (these "Terms"), is expressly conditioned upon the terms and conditions set forth herein. Your issuance of a Purchase Order, Work Order, or acceptance of any Services described herein shall constitute assent to the Terms. The Quotation and these Terms (the "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
- 2) **Limited Warranty.**
  - a) Seller warrants that at the time of delivery the Services supplied under this Agreement will meet prudent industry practices for such Services in effect at that time or such other specifications as have been expressly agreed upon with Buyer and referenced on the face of this Agreement in writing.
- 3) **Limitation of Liability.**
  - a) **SELLER GIVES NO WARRANTY, REPRESENTATION OR OTHER GUARANTEE THAT THE CONTENTS OF ANY DOCUMENTATION PROVIDED OR VERBALLY COMMUNICATED STATEMENT TO BUYER (INCLUDING, BUT NOT LIMITED TO, REPORTS, MANUALS, AND PLANNING DOCUMENTS) (THE "DOCUMENTS") ARE ACCURATE, UP-TO-DATE OR COMPLETE, OR THAT THE DOCUMENTS ARE WITHOUT DEFECT OR ERROR. BUYER ACKNOWLEDGES AND AGREES THAT THE DOCUMENTS ARE PROVIDED ON AN "AS IS" BASIS AND THAT SELLER SHALL NOT BE LIABLE TO THE BUYER NOR TO ANY OTHER PARTY FOR ANY INACCURACIES, ERRORS, OR OMISSIONS CONTAINED IN THE DOCUMENTS NOR FOR ANY LOSS OR DAMAGE WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, SUFFERED BY THE BUYER OR ANY OTHER PARTY, WHETHER OR NOT THE BUYER OR THE OTHER PERSON RELIED ON ANY INFORMATION, STATEMENTS OF FACT OR EXPRESSIONS OF OPINION CONTAINED IN THE DOCUMENTS.**
  - b) **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.**
  - c) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO SELLER FOR THE SERVICES PROVIDED HEREUNDER.**
  - d) **THE LIMITATION OF LIABILITY SET FORTH IN SECTION 3(C) ABOVE SHALL NOT APPLY TO LIABILITY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**
- 4) **Customer Responsibilities.**
  - a) **Compliance with Law.** Buyer and Seller shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all of the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
  - b) **Safety.** For any Services provided at Buyer's facility or facilities associated with Buyer (each, a "Worksite"), Buyer shall be responsible to provide and maintain a safe Worksite. Subject to Section 4(c), Seller will comply with all of Buyer's safety requirements while at a Worksite. Any failure to provide or maintain a safe Worksite as provided under this Section 4(b) shall be deemed negligence by the Buyer, and shall permit Seller to make a claim for indemnification under Section 6 for any claims that arise out of such unsafe worksite. Buyer shall be responsible for





10131 Mills Road Houston, Texas 77070  
Phone: 281-444-3535  
Fax: 281-444-3529  
[www.alliedpg.com](http://www.alliedpg.com)

all safety briefings.

- c) **Suspension of Work.** If Seller, in its sole discretion, reasonably determines that Buyer has breached its obligation to provide and maintain a safe Worksite under Section 4(b), Seller shall be entitled, upon oral or written notice to the Buyer, to immediately vacate the Worksite. Seller shall not be obligated to return to the Worksite until Seller, in its sole discretion, receives assurances from Buyer that any unsafe condition no longer exists at the Worksite. Seller shall have the right to inspect the Worksite prior to resuming Services. Seller shall not be liable for delays in performance or for non-performance due to Buyer's failure to maintain a safe Worksite, as determined solely by Seller. If there is a suspension of work under this Section 4(c), Seller may, at its sole option, invoice Buyer for Services provided to date through the suspension of work and Buyer shall be obligated to pay pursuant to the terms of Section 5. Buyer shall be required to pay any and all costs associated with the suspension of work including, but not limited to, demobilization costs, stand by time, remobilization costs, subcontractor delay costs, and subcontractor termination fees.

5) *Payment.*

- a) **Price / Hourly Rates.** Buyer shall purchase Services from Seller at either the price ("the Price") or the hourly rate amount (the "Hourly Rate") set forth on the Quotation and in force as of the date of this Agreement, unless such Services are not scheduled to take place within ninety (90) days from the date of this Agreement. Any remaining Services shall be subject to the prices or hourly rates, as applicable, in effect at the time of providing the Services, as if the prices or hourly rates, as applicable, were originally inserted herein, or were in effect as of the date hereof.
- b) **Hourly Rates, Delays and Travel.** Buyer shall be responsible for paying the applicable hourly rate for all time related to the provision of Services as indicated on an invoice. Such time shall include any unexpected, unanticipated or extra time beyond the time originally estimated, as well as any stand-by time for delays, regardless of the cause of the delay, as well as any travel time to and from the work site ("Travel Time"). In addition to the payment for Travel Time, Buyer shall be responsible for payment to Seller for the cost of travel ("Cost of Travel"), which shall be included in the invoice. Cost of Travel shall be determined by computing the actual cost of travel, taking into account gas prices and miles traveled and multiplying it by 115% in addition to any standard costs associated with the travel time of the personnel performing the Services.
- c) **Tax.** All Prices and Hourly Rates are exclusive of sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local government or administrative or regulatory agency, department, instrumentality, body or commission or other governmental authority or agency, on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.
- d) **Payment Terms.** Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice. Buyer shall make payments hereunder in U.S. dollars by wire transfer, check or other agreed upon means. Buyer shall pay interest on all late payments at the greater of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the provision of Services if Buyer fails to pay any amounts when due hereunder and such failure continues following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
- 6) **Indemnity.** Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party and its affiliates and subcontractors of any tier, and the directors, officers, employees and agents of each, from and against any claim, demand, action, fine, penalty, liability, judgment, loss, damage, injury, cost and expense (including reasonable attorneys' fees) resulting from (a) injury or death of any person; or (b) damage to or loss of destruction of any real or tangible personal property, to the extent such claims are caused by the negligence or intentional misconduct of the Indemnifying Party.
- 7) **Insurance.** During the terms of this Agreement, Seller shall, at its own expense, maintain and carry all necessary



10131 Mills Road Houston, Texas 77070

Phone: 281-444-3535

Fax: 281-444-3529

[www.alliedpg.com](http://www.alliedpg.com)

insurance in full force and effect (the "Coverage"). Upon Buyer's request, Seller shall provide Buyer a certificate of insurance from Seller's insurer evidencing such Coverage. Buyer hereby agrees and acknowledges that Seller's Coverage represents a sufficient amount of Coverage taking into account all risks relating to the Services.

- 8) **Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

9) **General.**

- a) **Amendment and Modification.** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
- b) **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise of any other right, remedy, power or privilege.
- c) **Subcontractors.** Seller shall have the right to use an agent or subcontractor (the "Subcontractor") to perform any of its obligations hereunder. The rights, remedies and protections afforded to Seller under this Agreement, including but not limited to indemnification of Seller, limitation of liability and limited warranty, shall extend to Seller and to its affiliates, subsidiaries, related companies or Subcontractors performing or supplying Services or articles under this Agreement or any agreement which is incorporated by reference. Notwithstanding anything herein to the contrary, if Seller provides any Services to Buyer through a Subcontractor, Seller shall pass, to the extent possible, any and all warranties related to the Services from Subcontractor to Buyer.
- d) **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior



## BID FORM

### Cooling System Project

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

The undersigned Bidder hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

**BIDDING COMPANY:** Allied Power Group, LLC

Description	TOTAL PRICE
Removal and Reinstall of heat exchangers (including shipping costs to testing/repair facility).	\$ 63,000
Work Performed at Petro Chem Industries (or City approved equal testing/repair facility)	\$ 16,200
Draining, disposing of old, and replacing with new cooling water and lube oil.	\$ 110,800
<b>COMBINED TOTAL PRICE &gt;&gt;&gt;&gt;</b>	<b>\$ 190,000</b>

**TOTAL BID:** \$ One Hundred Ninety Thousand

1. In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.



2. The undersigned further declares that it has carefully examined the Notice to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.
3. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within ten (10) calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as performance.
5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Gardner's claims policy and approved by the Utilities Department Director, all as provided in the Contract Documents.
6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

Gas Turbine Cooling System Bid Package

Dated this 20th day of July, 2021.

Allied Power Group, LLC

[Contractor]

By:

Marty Magby

VP, Business Development

Title

10131 Mills Rd

Address

Houston, TX 77070

City, State, Zip

(316)303-4201

Telephone Number

mmagby@alliedpg.com

E-Mail [if available]

N/A

Facsimile Number [if available]



**CERTIFICATE OF NONDISCRIMINATION  
MANDATORY PROVISIONS**

**Gas Turbine Cooling System**

---

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals \$5,000 or less during the same fiscal year.

---

**By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.**

DATE: 7/20/21

Contractor

By: Marty Magby  
Signature

VP, Business Development  
(Official Title of Signer)



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Gas Turbine Cooling System

STATE OF Texas )  
COUNTY OF Harris )

Marty Magby, being first duly sworn deposes and says that:

- (1) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (2) Such Bid is genuine and is not a collusive or sham bid;
- (3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
- (4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Title: VP of Business Development

Bidder: Allied Power Group

Subscribed and sworn to before me this 20<sup>th</sup> day of July, 2021.

Correne Blanchard  
(Signature of Notary Public)

My commission expires: 6-5-2023

(seal, if any)







## BIDDER'S QUALIFICATION STATEMENT

### Gas Turbine Cooling System

---

1. The name, address, telephone number/fax number/email address of the bidder.

Name: Allied Power Group, LLC

Address: 10131 Mills Rd, Houston, TX 77070

Phone/Fax/Email: (316)303-4201

2. Years in business 16

3. List of contractors owned equipment available for this project. Attach as separate submittal, if necessary.

Tool Set

---

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

i. Name of Client: Olaf Barth, Dominion Date of Project: 2009-Present

Contact Person: Olaf Barth Phone: (804) 273-2040

Description of Project: Multiple Frame 5 Project from Minors to Majors

ii. Name of Client: National Grid Date of Project: 2009 to Present

Contact Person: Matt Marsicano Phone: (631)5061854

Description of Project: Multiple Frame 5 Project from Minors to Majors

iii. Name of Client: Madison Gas & Electric Date of Project: Current

Contact Person: Dan Higgins Phone: (608)712-1611

Description of Project: Major Inspection on 2 Frame 5 Units



5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager:	Rodger Howell	30
Superintendent:		
Foreman:	Jeremy Wartham	14
Other Personnel:	Mechanics TBD	

6. List of Proposed Major Subcontractors:

Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

Subcontractor	Address	Phone #	Type/Scope of Work
Petro-Chem Industries	Chicago, IL	(630)542-1209	Oil Cooler Insp/Repair
RelaDyne	Canton, OH	(330)478-6996	Oil supply/filter

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

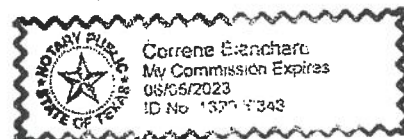
Authorized Signature: Marty Magby Date: 7.20.2021  
(Title)

Subscribed and sworn to before me this 20th day of July, 2021 by \_\_\_\_\_

Correne Blanchard  
(Signature of Notary Public)

My commission expires: 6.5.2023

(seal, if any)







## BID BOND

### Gas Turbine Cooling System

**KNOW ALL MEN BY THESE PRESENTS**, that Allied Power Group, LLC as Principal, hereinafter called the Principal, and Philadelphia Indemnity Insurance Company a corporation duly organized under the laws of the State of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid Dollars (\$ 5% G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for the following project:

### Gas Turbine Cooling System

**NOW THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this/her 23rd day of July, 2021.

[SEAL]

Allied Power Group, LLC

[Contractor/Principal]

[Title]

ATTEST:

[Secretary]

Philadelphia Indemnity Insurance Company

[Surety Company]

[SEAL]

By:

Vickie Lacy

[Attorney-in-fact]

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Ashley Koletar, Vickie Lacy, Richard Covington, Ryan Varela and/or Maria D. Zuniga of McGriff Insurance Services, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

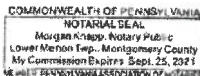
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of July, 20 21.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Document: **Bid Clarifications**  
 Project: Gas Turbine Cooling System  
 Date: 7/23/2021  
 Bidder: Allied Power Group

Item #	Spec/Bid Section	Question/Comment	Response	
1	Pricing Note	Regarding the Performance Bond. If the option to reuse existing turbine oil is selected, confirm the we would add 2% to the price of \$135,000 to make the Total bid price \$137,700. (if any price adders from the subsequent clarifications raise the \$135,000 price then the 2% will be added to the newer, increased total price)	The performance bond cost would be 2% of the original scope amount. So if the awarded scope is \$135,000 the bonding would cost \$2,700. Typically once a performance bond is in place the bond amount is not adjusted based on scope changes. So as long as we do not need to change the bond amount then there would not be any additional charges for bonding needed.	** \$2,720 was added to the APG price in the bid tab to include the performance bond. (\$136,000 x 2%)
2	Scope of Work	The bid states that Customer (City of Gardner) will remove reservoir access panels, then replace reservoir access panels and provide any gasket material required. Please provide a price adder to include that work in your scope. The gasket can be replaced with an equivalent gasket for the application and does not need to be the exact same material.	This is included in APG scope. I cut and pasted our vendor quote into the document. So in that scope section where it references customer that would be the relation between the vendor and APG.	
3	Scope of Work	The bid mentions "Offload waste product into customer provided waste containment. Please confirm that "waste" does not include oil. We can get rid of dirt, water, trash and things of those nature but any waste oil would need to be disposed of by Contractor.	The waste oil disposal is included in our price.	
4	Division of Responsibility	In the DOR table it says City of Gardner is responsible for trash containers and disposal services. Confirm that disposal services does not include disposal of any waste oil.	The waste oil disposal is included in our price.	
5	Division of Responsibility	In the DOR table it says City of Gardner is responsible for providing pallets and wood for crating & shipping items off site, cribbing. Please provide a price adder for Contractor to provide these materials.	Please add \$500 to the bid to cover any needed lumber supplies to support this.	** \$500 was added to APG price in the bid tab to cover this.
6	Division of Responsibility	In the DOR table it says City of Gardner is responsible for Replacement consumable parts (nuts, bolts, gaskets, seal, etc). Please include a price adder for Contractor to provide any needed nuts, bolts, gaskets, seals, etc. Any gaskets needed can be replaced with an equivalent gasket for the application and does not need to be the exact same material.	Please add \$500 to the bid to cover any nuts, bolts and gaskets for the base scope.	** \$500 was added to APG price in the bid tab to cover this.

**UTILITY ADVISORY COMMISSION STAFF REPORT      DISCUSSION ITEM #1**  
**MEETING DATE:      AUGUST 5, 2021**  
**STAFF CONTACT:      GONZALO GARCIA, UTILITIES DIRECTOR**

---

**AGENDA ITEM:** Project Updates

---

**Background:**

Staff will discuss current developments of projects.